



STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
869 PUNCHBOWL STREET  
HONOLULU, HAWAII 96813-5097

BRENNON T. MORIOKA  
DIRECTOR

Deputy Directors  
MICHAEL D. FORMBY  
FRANCIS PAUL KEENO  
BRIAN H. SEKIGUCHI  
JIRO A. SUMADA

IN REPLY REFER TO:

Board of Land and  
Natural Resources  
State of Hawaii  
Honolulu, Hawaii

CONSENT TO SUBLEASE – LEASE NO. DOT-A-99-0005  
UNITED AIR LINES, INC. TO GATE GOURMET, INC.  
HONOLULU INTERNATIONAL AIRPORT

OAHU

APPLICANT / LESSEE:

United Air Lines, Inc., a Delaware corporation

SUBLESSEE:

Gate Gourmet, Inc., a Delaware corporation

LEGAL REFERENCE:

Section 171-36 (a)(6), Hawaii Revised Statutes

LOCATION AND TAX MAP KEY:

Space No. 004-105, containing an area of approximately 60,051 square feet and Space No. 625-117A, containing an area of approximately 995 square feet, and United Airlines Support Facility, Building 151, footprint measuring approximately 98,586 square feet, for a total square footage of approximately 158,638 square feet (land and building footprint), located in the Ewa Service Court Area, Honolulu International Airport, Honolulu, Island of Oahu and identified by Tax Map Key: 1<sup>st</sup> Division, 1-1-03: 86, as shown delineated on the attached map labeled Exhibit A.

SUBLEASED AREA:

Two levels containing a total area of approximately 99,100 square feet as shown on the cross hatched areas on Exhibit B attached hereto, being portion of the area of the United Air Lines Support Facility, Building 151.

ZONING:

State Land Use District: Urban  
City and County of Honolulu LUO: Industrial (I-2)

LAND TITLE STATUS:

Section 5(b) lands ("ceded") of the Hawaii Admission Act  
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: YES\_\_ NO X

CURRENT USE STATUS:

Land presently encumbered by Governor's Executive Order No. 3201, dated June 8, 1983, setting aside 3,152.177 acres designated as Honolulu International Airport under the control and management of the Department of Transportation, Airports Division, State of Hawaii (DOTA), for Airport Purposes.

SUBLEASE CHARACTER OF USE:

Operation and maintenance of an in-flight kitchen facility

LEASE TERM:

Amended and Restated Lease term 17 years and six (6) months commencing December 8, 1999 and expiring on June 7, 2017 (Lease).

TERM OF SUBLEASE:

Commencing January 1, 2005 and shall expire on the earlier of (A) 11:59 p.m. on the date of expiration or termination of the Lease; or (B) the date this Sublease is terminated pursuant to any term or provision hereof or pursuant to law.

SUBLEASE RENT:

48.30% of the total Lease rent, paid in monthly installments commencing January 1, 2005 (See Exhibit C for breakdown):

<u>Rental Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1/1/2005 – 6/7/2007	\$311,241.82	\$25,936.82
6/8/2007 – 6/7/2012	\$353,434.77	\$29,452.90
6/8/2012 – 6/7/2017	\$401,455.59	\$33,454.63

SUBLEASE RENT PARTICIPATION PROVISION:

DOTA has reviewed the Sublease and has determined that there is no sandwich premium due.

CHAPTER 343, HRS - ENVIRONMENTAL ASSESSMENT:

Pursuant to Section 11-200-8(a), Environmental Impact Statement Rules of the Department of Health, State of Hawaii, this disposition is exempt from requirements regarding preparation of an environmental assessment, negative declaration, or environmental impact statement as required by Chapter 343, Hawaii Revised Statutes, as amended, relating to Environmental Impact Statements, because the proposed action falls within Exemption Class #1, Comprehensive Exemption List for the State of Hawaii Department of Transportation, dated November 14, 1990, as approved by the Environmental Quality Council. Exemption Class #1 covers operations, repairs, or maintenance of existing structures, facilities, equipment, or topographical features involving negligible or no expansion or change of use beyond that previously existing.

REMARKS:

The DOTA, as Lessor, and United Air Lines, Inc. (UAL), as Lessee, entered into that certain Amended and Restated Lease No. DOT-A-99-0005 dated December 8, 1999, as amended, which Lease demised certain real property and facilities, and rights to UAL for the purposes of engaging in the activities relating to air reservations, ticketing, billing, manifesting, handling, loading and unloading of items of Air Transportation at Honolulu International Airport.

The Lessee as Sublessor and Sublessee entered into that certain Sublease dated February 2, 2005 ("Sublease"). Due to an oversight, the Sublessor did not obtain the Lessor's written consent prior to the execution of the Sublease on February 2, 2005. The Lessee and Sublessee, wish to remediate this oversight and have requested the Lessor's written consent to sublease.

RECOMMENDATION:

That the Board authorizes the Department of Transportation to:  
Approve the Sublease between United Air Lines, Inc., as Sublessor and Gate Gourmet, Inc., as Sublessee, as hereinabove outlined, subject to: (1) terms and conditions hereinabove outlined, which are by reference incorporated herein; (2) such terms and conditions as may be prescribed by the Director of Transportation to best serve the

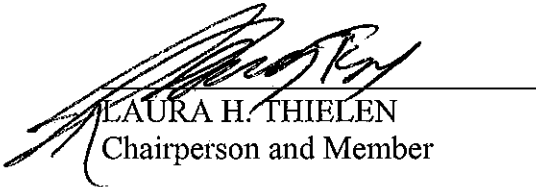
interests of the State; and (3) review and approval of the Department of the Attorney General as to the Consent to Sublease form and content.

Respectfully submitted,

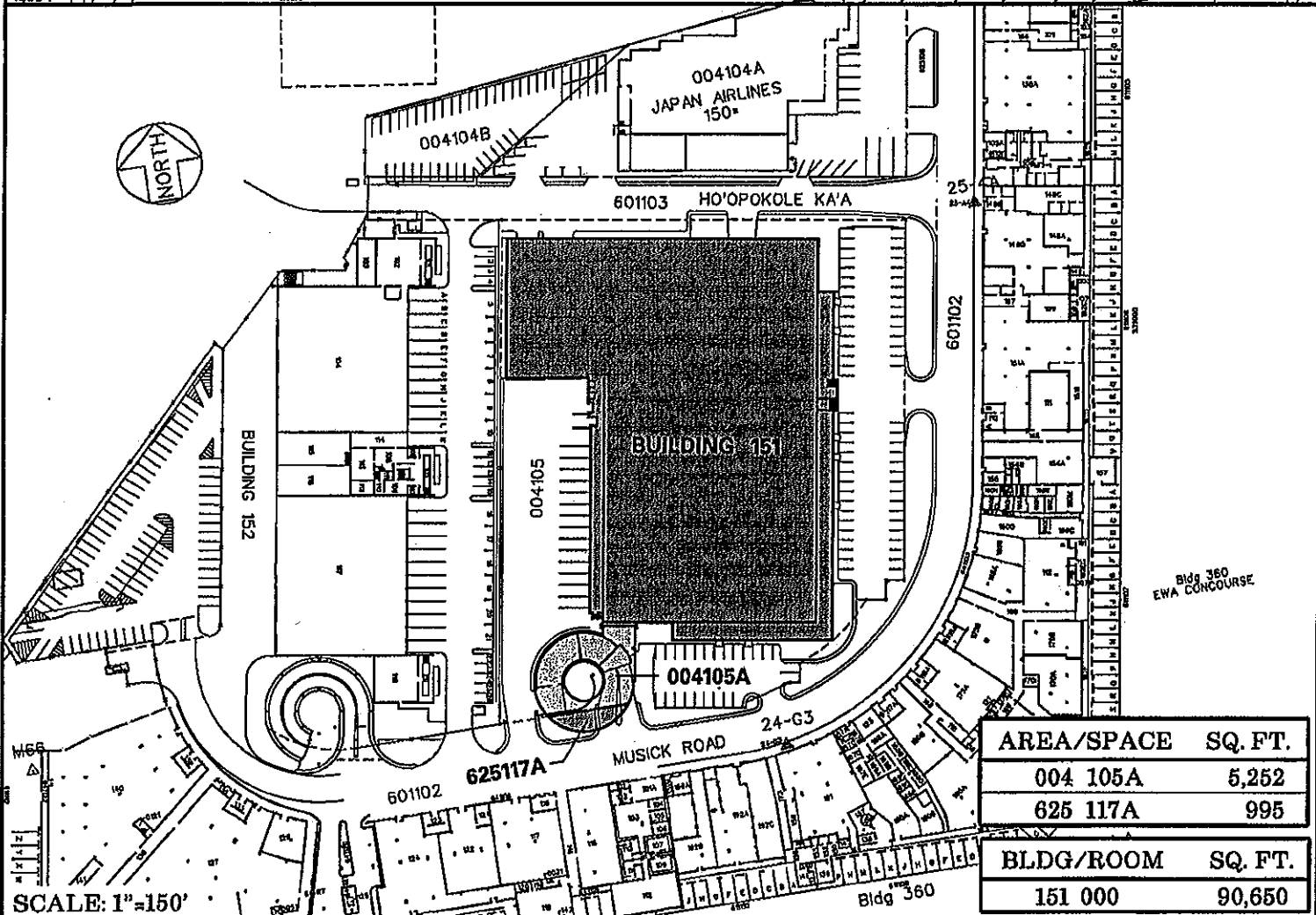
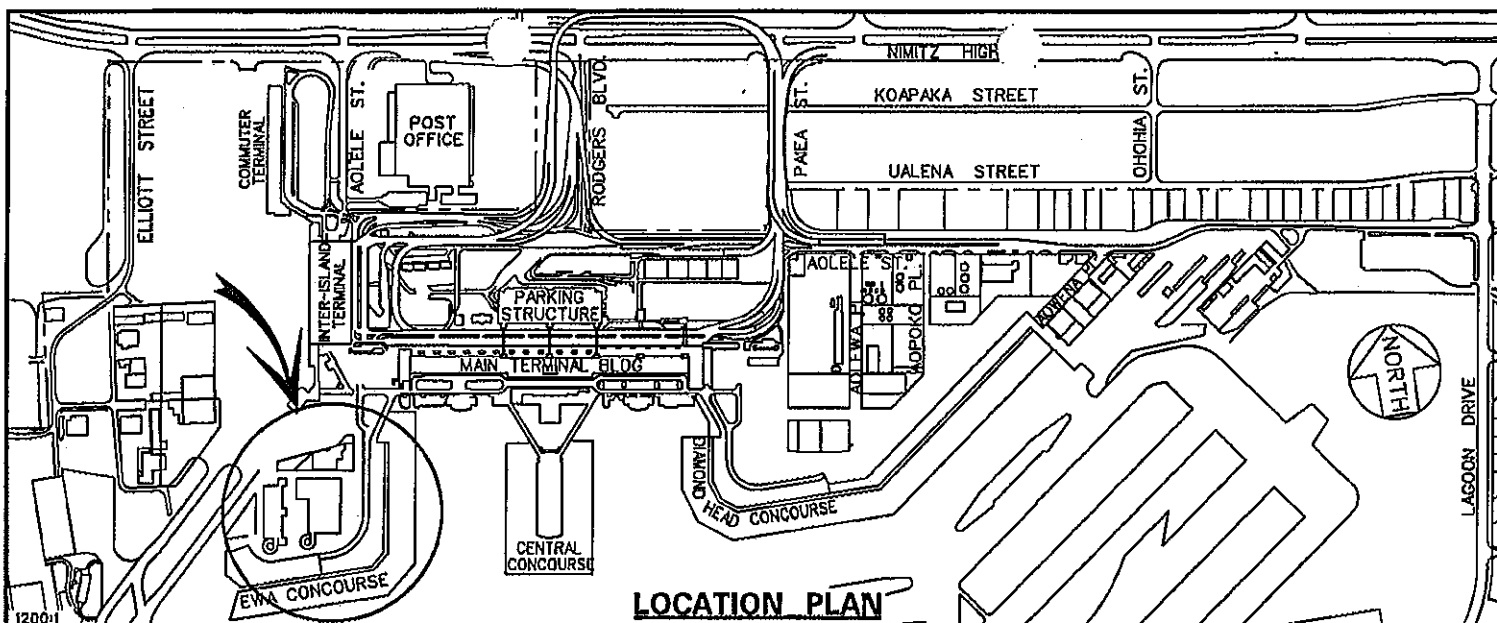
A handwritten signature in black ink, appearing to be 'BT' followed by a horizontal line.

BRENNON T. MORIOKA, Ph.D., P.E.  
Director of Transportation

APPROVED FOR SUBMITTAL:

A handwritten signature in black ink, appearing to be 'Laura H. Thielen'.

LAURA H. THIELEN  
Chairperson and Member



AREA/SPACE	SQ. FT.
004 105A	5,252
625 117A	995
BLDG/ROOM	SQ. FT.
151 000	90,650

DATE: FEBRUARY 2006

EXHIBIT: **A**



Airports Division

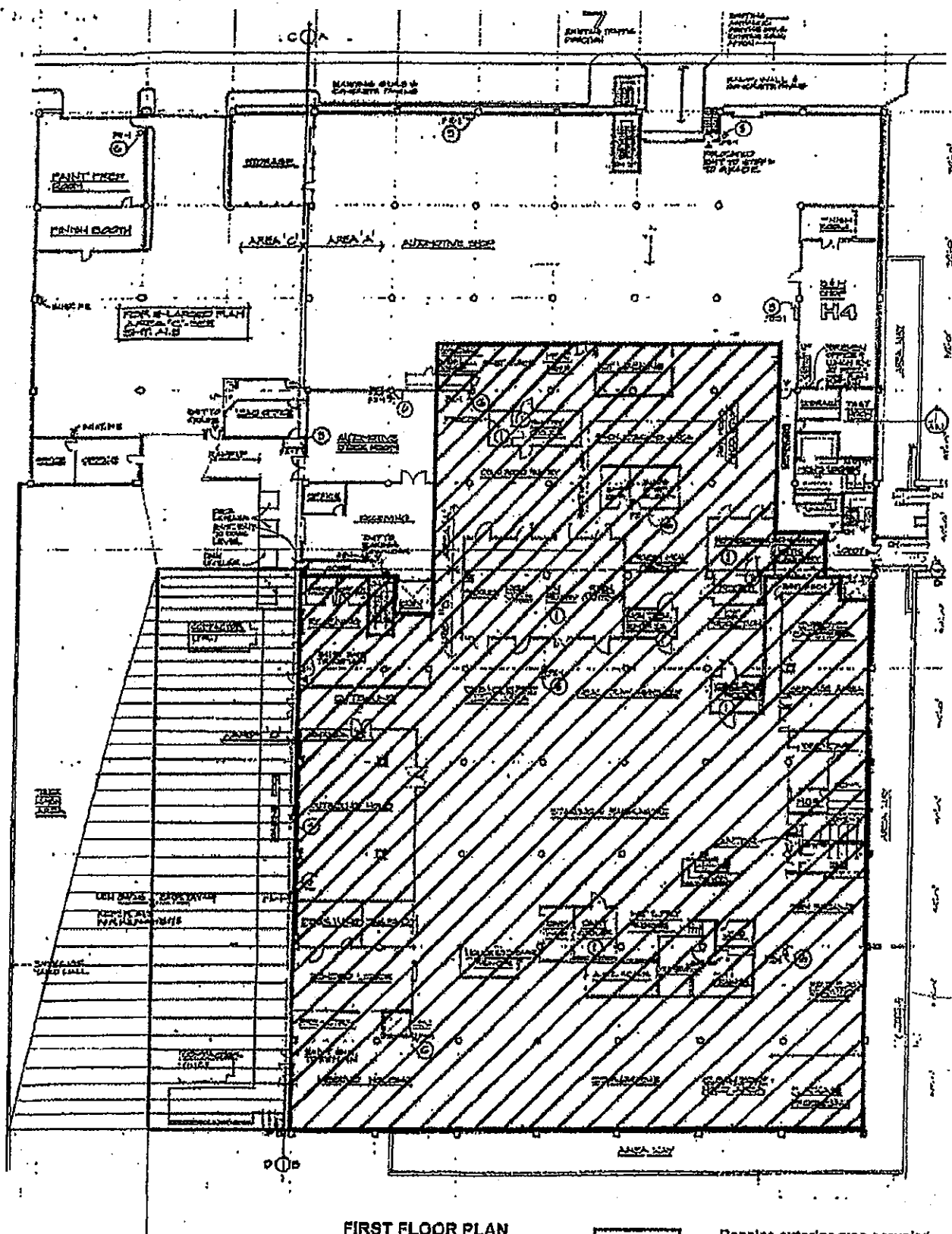
UNITED AIR LINES, INC.

BUILDING 151

151000  
004105A  
625117A  
PLAT F1

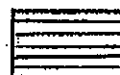
**HONOLULU INTERNATIONAL AIRPORT**

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**FIRST FLOOR PLAN**

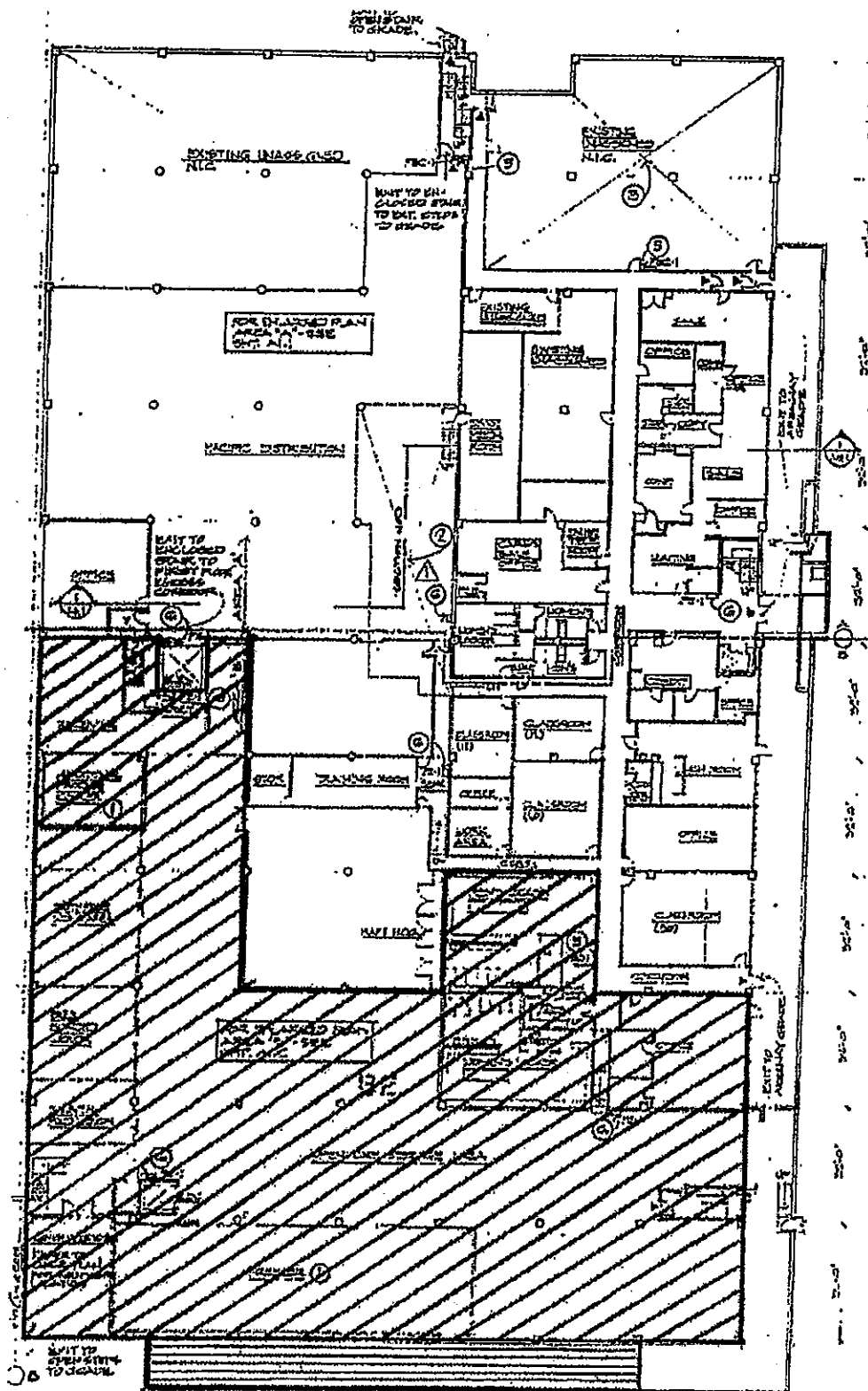
**United Airlines Hawaiian Support Facility**  
**Honolulu International Airport**  
**324 Rodgers Boulevard**  
**Honolulu, Hawaii**



Denotes exterior area occupied exclusively Gate Gourmet, Inc. of this level **18,242** square

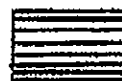


Denotes interior area occupied exclusively Gate Gourmet, Inc. of this level **51,008** square feet

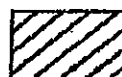


**GROUND FLOOR PLAN**

**United Airlines Hawaiian Support Facility**  
**Honolulu International Airport**  
**324 Rodgers Boulevard**  
**Honolulu, Hawaii**



Denotes exterior area occupie  
 exclusively Gate Gourmet, Inc  
 this level **1,890** squa



Denotes interior area occupie  
 exclusively Gate Gourmet, Inc  
 this level **27,960** square fe

## HONOLULU SUBLEASE AGREEMENT

### SUBLESSEE'S PROPORTIONATE SHARE

Rent (Building and Land)	48.3%
Natural Gas	100%, provided Sublessor does not use natural gas
Water	80%
Gas To Heat Up Water	95%
Electricity	80%
HVAC Repairs	48.3%
Life Safety Systems, Building Systems, Inspections Repairs and Non-Roof Parking Pavement Repairs	48.3%
Other Repairs	48.3%, to the extent the cost or benefit applies to the entire facility, or as is otherwise applicable
Real Estate Taxes	48.3%
Security Deposit - Cash or LOC representing 48.3% of the then total annual rent obligation, which amount is subject to adjustment per the terms of the Master Lease	
Property Insurance	48.3%
Amortization/Depreciation	48.3%, to the extent the cost or benefit applies to the entire facility, or as is otherwise applicable
Water Softening	United to insure system operational Gategourmet to maintain
Elevator Phones, Service and inspections	Gategourmet to pay for 1 (freight elevator) United to pay for 2 (1 passenger elevator, and 1 stores elevator)
Other Additional Costs	48.3%, to the extent the cost or benefit applies to the entire facility, or as is otherwise applicable



**SUBLEASE RENT CALCULATIONS**  
**United Airlines, Inc. (Sublessor) to Gate Gourmet, Inc. (Sublessees)**  
**Amended and Restated Lease No. DOT-A-99-0005**

	Annual Rent	Sublease	Annual Rent	Sublease	Annual Rent	Sublease
	6/8/2002-6/7/2007	6/8/2007-6/7/2012	6/8/2012-6/7/2017	6/8/2017-Present	6/8/2002-6/7/2007	6/8/2007-6/7/2012
Square Footage						
Land w/o Bldg						
Footprint	60,051.00	\$160,336.00	\$174,738.00	\$190,362.00		
Building						
Foot Print	98,586.00	\$484,057.00	\$557,011.00	\$640,809.00		
Total	158,637.00	\$644,393.00	\$731,749.00	\$831,171.00		
X Sublease %	48.30%	48.30%	48.30%	48.30%		
Subleased land						
w/o Bldg						
Footprint	29,004.63	\$77,442.29	\$84,398.45	\$91,944.85		
Subleased						
Bldg Footprint	47,617.04	\$233,799.53	\$269,036.31	\$309,510.75		
Total	76,621.67	\$311,241.82	\$353,434.77	\$401,455.59	\$33,454.63	